

MONTESANO CITY COUNCIL AGENDA
March 8, 2016

CALL TO ORDER

FLAG CEREMONY

ROLL CALL

APPROVAL OF BILLS

APPROVAL OF MINUTES

PUBLIC COMMENT

COMMITTEE REPORTS/FOR COUNCIL INTRODUCTION

PUBLIC WORKS

FORESTRY

FINANCE

Budget status

PARKS/REC

Beacon Development (Parks Board)

PUBLIC SAFETY

PERSONNEL

UNFINISHED BUSINESS

Mr. Pringle's Marijuana Zoning/Ordinance

NEW BUSINESS

Contract to Accept Bid on Cemetery Mowing (*action expected*)

ORDINANCES & RESOLUTIONS

PUBLIC COMMENT

COUNCIL COMMENT

MAYOR COMMENT

Public Works Change in Overall Structure

Mike Wincewicz Retirement Party April 1st 3-5 pm

EXECUTIVE SESSION Litigation status South Bay Excavation RCW 42.30.110 (1)(l)
Wynochee Meats Location Sale RCW 42.30.110 (1)(c)
30 minutes—*no action expected*

ADJOURN

Notices of the Americans with Disabilities Act and Grievance Procedures are posted on the public bulletin board in the lobby. Seating priority in Council chambers is made available to persons requiring ADA/CFR accommodations. In order to accommodate persons with physical impairments, please contact the City Clerk at least 76 hours prior to our meeting, so we may properly assist you.

Montesano City Council Meeting Minutes
February 23, 2016 at 7:00 P.M. at Montesano City Hall

1 Mayor Vini Samuel, Presiding
2 Meeting was called to order by Mayor at 7 pm
3

4 **FLAG CEREMONY** – Pledge of Allegiance
5

6 **COUNCIL MEMBERS PRESENT:** Councilman Pat Herrington, Councilman Chris Hutchings, Councilman Ian
7 Cope, Councilman Tyler Trimble, Councilman David Skaramuca, Councilwoman Nikki King and
8 Councilman Dan Wood.
9

10 **STAFF PRESENT:** Police Chief Brett Vance, Forester Loren Hiner, Community Development Director Mike
11 Wincewicz, Acting Public Works Lead Kevin Hegel, Public Works Director Rocky Howard, Senior Deputy
12 Clerk Kim Schankel and City Attorney Chris Coker.
13

14 **APPROVAL OF BILLS:** Councilman Trimble presented bills totaling \$118,671.68 for check #'s 51464-
15 51482. Payroll \$118,671.68 for check #'s 39392-39396. Motion was made by Councilman Trimble to
16 approve the bills and seconded by Councilman Wood. *Motion passed 7-0 vote.*
17

18 **MEETING MINUTES APPROVED:** Motion to approve the February 09, 2016 council meeting minutes as
19 corrected was made by Councilman Trimble and seconded by Councilman Cope. *Motion passed 7-0*
20 *vote.*
21

22 **PUBLIC COMMENT:** *Patrick Wadsworth* of Friends of Shaffer and Lake Sylvia are looking for help with
23 funding on an event in July called Chautaugua, to be held at Lake Sylvia State Park. The event would
24 consist of over 60 performers and would cost around three thousand to fund. *Alice Hutchinson* of
25 Montesano expressed her concern about a marijuana store coming into the City. Discussion by
26 Council and a response that the current ordinance would not allow a marijuana store in the City limits.
27

28 **ORDINANCES:** Ordinance #1590 Governmental Structure, Amending Ordinance #1547 Motion was made
29 by Councilman Wood and seconded by Councilman Trimble. Oral vote was taken with a unanimous
30 "Aye" vote. *Motion passed.*
31

32 **EXECUTIVE SESSION:** **Council determined Executive Session was unnecessary.** Conformation of Doug
33 Streeter for CFO/Special Advisor to the Mayor was canceled and held in open council meeting. Motion
34 was made to confirm Doug Streeter for the position of CFO/Special Advisor to the Mayor by Councilman
35 Trimble and seconded by Councilwoman King. *Motion passed 7-0 vote.*
36

37 **COMMITTEE REPORTS:**
38

39 **Finance-** Councilman Trimble reported that the City is having some structural changes and made a
40 motion to approve Kevin Hegel to Public Works Lead step E, from Utility Maintenance Worker
41 Journeyman Step E, the difference in pay is \$952.52 per month and was seconded by Councilman Wood.
42 *Motion passed 7-0 vote.*
43

44 **MAYOR'S REPORT:** Reported for the month of February she has been working on budget issues and less
45 on personnel. The Police Chief Vance has stepped up to be the Interim department head for the clerk's
46 office until Doug Streeter comes on in April. Main focus in February was accessing and interviewing CFO
47 candidates.

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48 **Forester Hiner** - Forester Hiner had nothing additional to report. After questioned by Councilwoman
49 King on how they were getting to the forest tour in May. Forester Hiner expected taking vans for tour.
50

51 **Police Chief Vance** – Reported that he has been at business week at the high school all week.
52 Councilwoman King was concerned about the amount of traffic and speed on Third Street after the high
53 school get out. Police Chief Vance states they cover three schools and but will look into emphasis on it.
54

55 **Fire Chief Rux** was on vacation. Councilman Hutchins had question on the number of volunteers the Fire
56 Department was looking for. Mayor Samuel believes it was around 42.
57

58 **Public Works Lead Kevin Hegel** reported because of nice weather they are working on city maintenance.
59 Councilwoman King expressed her concerns about getting the last cross walk up by Simpson School
60 completed.
61

62 **Public Works Director Rocky Howard** thanked Kevin Hegel for doing a fine job while in his absence.
63

64 **Community Development Director Wincewicz** had nothing further to report.
65

66 **Mayor Samuel** appointed Councilman Wood for her alternate at the Flood Authority meetings and
67 requested Public Works Director Howard to attend all Flood Authority meetings.
68

69 **UNFINISHED BUSINESS:** None
70

71 **NEW BUSINESS:** Director of Community Development Wincewicz presented a Permissive Use
72 Application from Fred and Anne Becker located at 722 W. Spruce Avenue. This application would allow
73 for the location of a 12ft x 12ft non-permanent metal car port in the unconstructed alley way. Discussion
74 by the Becker's and Council. A letter and pictures to oppose the Permissive Use Application from the
75 Whiteheads were also in the packet. This was continued to the March 22, 2016 meeting to get more
76 information from the four abutting neighbors and for the Council to go visit the site. Notice is to be sent
77 out to all of the adjoining four neighbors.
78

79 **PUBLIC COMMENT:** *Patrick Wadsworth* reported that the FOSLS have now got the legacy pavilion
80 project. The State is on board, this project is to be around two hundred and fifty thousand so far they
81 have one hundred sixty thousand in pledges and are asking the community for help.
82

83 *John McCan* a resident of Montesano responded to a comment from last Council meeting about the
84 Clerk's office. He expressed that the service at the front counter has been always prompt, courteous
85 and professional.
86

87 **COUNCIL COMMENTS:**
88

89 **Councilman Herrington** –Expressed his gratitude for the work that is done in the Clerk's office.
90

91 **Councilman Hutchings** – Congratulated Doug Streeter and glad to see Alice Hutchinson at the meeting.
92

93 **Councilman Cope** – Welcomed Doug, expressed that it is a great thing for the City and congratulations
94 to the Monte ladies.
95

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96 **Councilman Trimble** – Thanked the department heads for doing good work, Mayor Samuel for finding a
97 great CFO and asked to be excused from March 8th meeting.
98

99 **Councilman Skaramuca** – Welcomed Doug Streeter back and thinks it is a good fit for Montesano.
100

101 **Councilwoman King** –Welcomed Doug Streeter, expressed her concern about the old Whiteside building
102 being sold; discussed marijuana issue; inquired about new Hotshotz relocation.
103

104 **Councilman Wood** –Welcomed Doug Streeter and thanked Pat Wadsworth for his work with the FOSLS.
105

106 **MAYOR'S COMMENTS:** Site plan design for Hotshotz relocation will have exit/entry in post office alley
107 and tickets will be issued if you stop/stay. Last two months for the City has been filled with transition. All
108 the employees have been working really hard. Mayor expressed that interviews/applicants were
109 excellent caliber, thanked Dick Stone and Todd Lindley for being on the interview panel and also Doug
110 Streeter for taking the position.
111

112 **ADJOURN:**
113

114 Motion to adjourn the meeting was made by Councilman Trimble and seconded by Councilwoman King.
115

116 Meeting adjourned at 8:10 p.m.
117

118 Kim Schankel, Senior Deputy Clerk
119 Recording Available.
120

DRAFT

CITY OF MONTESANO
2016 Cemetery Annual Maintenance
Bid Opening: February 26, 2016 – 2:00 p.m.
Montesano City Hall

NAME & ADDRESS	AMOUNT
Octavio Muro Landscaping 1105 Calhoun Rd. Aberdeen, WA 98520	\$ <u>16,000</u> ⁰⁰
Castaneda Landscaping 118 Conger Street Aberdeen, WA 98520	\$ <u>15,000</u> ⁰⁰
_____	\$ _____

_____	\$ _____

_____	\$ _____

Bids opened by:
Ashlee Sund

Title:
Deputy Clerk

CONTRACT

THIS AGREEMENT made this 9th day of March, 2016, by and between the CITY OF MONTESANO, hereinafter "City"; and Castaneda Landscaping, hereinafter "Contractor".

R E C I T A L S:

1. The City has issued a call for bids or request for proposals for certain improvements to publicly owned property of the City.

2. Pursuant to that call, the Contractor submitted a bid which was received by the City.

3. The City, acting by and through the Council, has determined it appropriate to award the contract to the Contractor.

4. The parties now wish to memorialize their agreement.

NOW, THEREFORE, for good and valuable consideration, it is agreed as follows:

SECTION I: The Contractor will commence and complete the project more fully described on that certain attachment constituting the specifications for the project, that attachment

being attached hereto as Attachment Number 1 and incorporated by this reference.

SECTION II: The Contractor will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the project described within the attachment.

SECTION III: The Contractor will commence the work required by the Contract per Attachment Number 1 and will complete the same within that scope of work.

SECTION IV: The Contractor agrees to perform all of the work described in the attachment and comply with the terms therein for the sum of \$15,600 plus any applicable taxes. The Contractor agrees that at all times during the performance of the Contract:

A. It shall maintain general casualty insurance in an amount of no less than \$1,000,000.00. The policy shall be of an occurrence type.

B. It shall maintain good and proper status as a licensed contractor within the State of Washington.

C. In the event it does not post a performance bond, the alternative provisions of R.C.W. 39.08.010 shall be fulfilled.

D. That the work being performed shall be warranted for the period specified within Attachment Number 1 by the City as against defects in workmanship, materials, labor, or otherwise. In the event of any defect being discovered within that scope, the Contractor shall be given prompt notification and shall undertake within seven calendar days of notification the necessary repairs. In the event the Contractor fails to do so, the City shall have the authority to undertake the repairs and the Contractor shall promptly pay a sum equal to the actual costs of repairs, plus 10 percent for City management. Such payment shall be made within 30 days of the date of notification of the amount.

E. The Contractor specifically agrees that it shall be responsible for any losses arising as a result of damage suffered during the course of the project to the City property upon which the Contract applies. To the extent any such loss arises out of damage which would not have occurred except for the contractual performance, the Contractor shall maintain such insurance as may be necessary to provide for payment to the Contractor of any losses arising out of casualty loss occurring during the course of the performance of the Contract, including but not limited to fire damage or weather damage.

SECTION V: The Contractor agrees that it shall comply with any and all applicable codes.

SECTION VI: The City will pay to the Contractor the monies required hereunder. Progress payments shall be made on a monthly basis after completion of the billable monthly tasks after appropriate certification by the Director of Community Development to the City Council and the acceptance of that recommendation by the City Council.

SECTION VII: In the event that the project is not completed within the time period specified or any extension thereof granted by the City, then the Contractor shall be responsible to the City for the greater of the sum of \$1.00 per day liquidated damages or the amount of damages actually suffered by the City as a result of the delay. Such amount shall be subject to collection either directly or as a withheld sum from any monies then owing to the Contractor.

SECTION VIII: No modification from the Contract shall be deemed binding upon either the City or the Contractor unless such modification is reflected by written change order approved in the manner required by law.

SECTION IX: General Provisions:

A. In the event that the Contractor fails to promptly undertake the commencement of the performance of the

project or in the course of performance fails to reasonably prosecute the project towards completion, the City may give the Contractor written notice of intention to terminate contract. The notice shall allow the Contractor five working days in which to correct any such failure to perform or any breach of the contractual requirement. In the event of a failure to so correct, the City may terminate the contract and retain an alternate contractor to complete the project. The Contractor shall be liable for any increased costs incurred by the City as a result of such necessity.

B. In the event of any litigation arising out of the performance of this Contract, it is agreed that the Courts of the County of Grays Harbor, State of Washington, shall be Courts of proper venue. Further, in addition to any other relief which may be granted to the prevailing party, the Court may award the prevailing party reasonable attorneys' fees and costs.

C. The undersigned represent that they are authorized to execute this Contract upon behalf of the respective parties. FURTHER, THAT AS TO THE CONTRACTOR, THE INDIVIDUALS SIGNING THIS CONTRACT EXECUTE THE CONTRACT NOT ONLY IN THEIR BUSINESS CAPACITY, BUT ALSO IN THEIR PERSONAL CAPACITY.

D. The Contractor shall not assign any right or responsibility it may have assumed pursuant to this Contract without the written consent of the City.

E. This Contract shall be binding upon the City and the Contractor and their respective heirs, executors, administrators, successors, and assigns.

SECTION X: The Contractor specifically bears the risk of any loss arising out of damage to the project.

SECTION XI: The Contractor shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the

Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been *mutually negotiated* by the parties. The *provisions* of this section shall survive the expiration or termination of this Agreement.

EXECUTED IN MULTIPLE COPIES UPON THE DATE STATED BELOW.

CONTRACTOR:

CITY OF MONTESANO:

Vini Samuel, Mayor

ATTEST:

CONTRACT - 7

**CITY OF MONTESANO
112 MAIN STREET NORTH
MONTESANO, WASHINGTON 98563**

Kim Schankel, Senior Deputy Clerk

APPROVED AS TO FORM:

Christopher J. Coker, City Attorney

STATE OF WASHINGTON)
 : ss.
GRAYS HARBOR COUNTY)

I certify that I know or have satisfactory evidence that RONALD SCHILLINGER and KRISTY POWELL are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath, stated that they were authorized to execute the instrument and acknowledged it as the Mayor and Clerk ADMINISTRATOR, respectively of THE CITY OF MONTESANO to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 20_____.

NOTARY PUBLIC IN AND FOR THE STATE
OF WASHINGTON, Residing at:
My appointment expires:

STATE OF WASHINGTON)
 : ss.
GRAYS HARBOR COUNTY)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 20_____.

NOTARY PUBLIC IN AND FOR THE STATE
OF WASHINGTON, Residing at:
My appointment expires:

STATE OF WASHINGTON)
 : ss.
GRAYS HARBOR COUNTY)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 20_____.

NOTARY PUBLIC IN AND FOR THE STATE
OF WASHINGTON, Residing at:
My appointment expires:

STATE OF WASHINGTON)
 : ss.
GRAYS HARBOR COUNTY)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 20_____.

NOTARY PUBLIC IN AND FOR THE STATE
OF WASHINGTON, Residing at:
My appointment expires:

2016 Cemetery Maintenance Bid

Task: Mulched mowing and weed eating grave markers April thru Sept. 30.

Task: Leaf and needle cleanup 2 times (April and September)


Task: Shrub care and waste disposal as needed April thru September 30

Total Bid for Season: \$ 15,600⁰⁰

Request for off season mowing and weed eating:

Total per request: \$ 2,600⁰⁰

Contractor Information

COMPANY NAME	Castaneda Landscaping
Mailing Address	418 Conger st. Aberdeen WA 98520
City, State, Zip Code	Aberdeen wa 98520
Business Telephone	360-637-8225 or cell 581 9678
Tax ID Number	ubi: 603 373 639 46-5115062
Representative (Print Name)	Ismael Valdivia Castaneda
Title	owner/operator
Signature	
Date	2-18-2016

Wynooche Meats & Deli
201 E. Wynooche Ave.
Montesano, Wa.98563



Friday February 19, 2016

Mayor and Council-

As you all know it took us about a year longer to open than we had anticipated, due to all of the construction done in the building and some unforeseen expenses. We are contacting you with the hope of receiving a 2 year extension on our lease as financially we are unable to receive a loan to purchase the building at this time.

Thanks-

A large, stylized handwritten signature in black ink, appearing to read "Rose Gallington".

Rose Gallington(owner)

(360)249-3663